NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88-198(R) Texas Paid-Up (2/93)

OIL, GAS AND MINERAL LEASE (PAID-UP LEASE)

THIS AGREEMENT made this 5 th	day of February	. 20	09	. between
Larry Dean Vette, Jr. and wife, Dawn Vette				
	L. (state and state at the stat			
8673 Lillian Place, Montgomery, AL 36117	, Lessor (whether one or more) whose address is	·		
	and Devon Energy Production Company, L.P.		ssee; whose	address is
P.O. Box 450, Decatur, Texas 76234	; WITNESSETH:		•	
exclusively unto Lessee the lands subject hereto for the purpose of investigate and their respective constituent elements) and all other minerals, (whether o surveys, injecting gas, water and other fluids and air into subsurface strata poulding roads, tanks, power stations, telephone lines and other structure.	r not similar to those mentioned) and the exclusive right to conduct expl , establishing and utilizing facilities for the disposition of salt water, la	as (including a loration, geolog tying pipelines	ll gases, liquesic and georgic i, housing it	uid hydrocarbons ohysical tests and s employees and
	he Abner Lee Survey, A-931, Tarrant County,			
	to the City of Fort Worth, Tarrant County, Tex	cas accor-	ding to	the plat
thereof recorded in Cabinet A, Slide 4473 & 4	14/4, Plat Records, Tarrant County, Texas.			
SEE EXHIBIT "A" ATTACHED HERETO A	AND MADE A PART HEREOF FOR ADDIT	IONAL F	ROVIS	IONS.
This lease also covers and includes all land owned or claimed by Lessor a surveys, although not included within the boundaries of the land particularl execute any lease amendment requested by Lessee for a more complet	ly described above. The land covered by this lease shall be hereinafter	referred to as	said Land.	Lessor agrees to
purpose of calculating any payments hereinafter provided for, said Land is e	estimated to comprise 0.403 acres, whether it actual	ly comprises n	ore or less	until such time a
Lessee requests a lease amendment and same is filed of record. 2. Subject to the other provisions herein contained and without refe	erence to the commencement, prosecution or cessation of operations and	d/or productio	n at any tim	e hereunder, this
lease shall be for a term of five (5) years from this date (called "primary term land with which said Land is pooled hereunder. The word "operations" as				
drilling, testing, completing, reworking, recompleting, deepening, plugging				
other actions conducted on said lands associated with or related thereto. 3. The royalties to be paid by Lessee are: (a) on oil delivered at the v	wells or into the pipeline to which the wells may be connected, one-eight	th of the proce	eds received	i from the sale o
oil produced and saved from said Land; Lessee may from time to time purch date of purchase or Lessee may sell any royalty oil in its possession and pay the cost of treating the oil to render it marketable pipeline oil or, if there is n	hase any royalty oil in its possession, paying the market price therefor pro- Lessor the price received by the Lessee for such oil computed at the we	evailing for the ll; Lessor's int	field where erest shall b	e produced on the ear one-eighth o
all gases, processed liquid hydrocarbons associated therewith and any other used off the premises or for the extraction of gasoline or other product the	respective constituent elements, casinghead gas or other gaseous substantiation the market value at the well of one-eighth of the was so sold of	ance, produced c used provide	I from said d the marke	Land and sold or et value shall no
exceed the amount received by Lessee for such gas computed at the mouth of	of the well, and provided further on gas sold at the wells the royalty shall	l be one-eighth	of the net p	proceeds received
from such sale, it being understood that Lessor's interest shall bear one-eigh at the wells; (c) on all other minerals mined and marketed, one-tenth either	in kind or value at the well or mine, at Lessee's election. Any royalty it	nterests, includ	ling, withou	t limitation, non
participating royalty interests, in said Land, whether or not owned by Lesso set forth berein. Lessee shall have free use of oil, gas and water from said				
injection and secondary recovery operations, and the royalty on oil and gas s	hall be computed after deducting any so used.	-		
or land or leases pooled therewith but oil or gas is not being sold or used	or the primary term herein, there is a well or wells capable of producing and this lease is not then being maintained by production, operations of	or otherwise, t	his lease sh	all not terminate
(unless released by the Lessee), and it shall nevertheless be considered that of	oil and/or gas is being produced from said Land within the meaning of pa	aragraph 2 he	rein. Howe	ver, in this event,
Lessee shall pay or tender as shut-in royalty to Lessor, or tender for deposit				Bank at
	nk and its successors are Lessors agent and shall continue as the deposit y payments) a sum determined by multiplying one dollar (\$1.00) per ac	ory bank for a	ll shut-in re then cove	red by this lease
each acre of said Land included in such unit on which said shut-in well is loc	cated. If such bank (or any successor bank) should fail, liquidate, or be s	neceeded by a	nother bank	or for any reason
fail or refuse to accept such payment, Lessee shall re-tender such payment we to receive such payment or tenders. Such shut-in royalty payment shall be	vithin thirty (30) days following receipt from Lessor of a proper recordab due on or before the expiration of ninety (90) days after (a) the expira-	le instrument i	naming anot mary term,	her bank as agen or (b) the date o
completion of such well, or (c) the date on which oil or gas ceases to be sold	for used, or (d) the date this lease is included in a unit on which a well ha	as been previoi	asly comple	ted and shut-in o
(e) the date the lease ceases to be otherwise maintained, whichever be the lamanner and upon like payments or tenders on or before the next ensuing a				
periods of one (1) year each until such time as this lease is maintained by p	production or operations. However, if actual production commences wi	thin the applic	able 90 day	period, a shut-in
royalty payment shall not be required or, if a shut-in royalty payment is tend payment regardless of how many times actual production may be commen	ced and shut-in during such one (1) year period. Lessee's failure to pa	iy or tender or	to properly	or timely pay o
tender any such sum as shut-in royalty shall render Lessee liable for the amo	ount due but it shall not operate to terminate this lease. Lessee agrees to	use reasonable	e diligence t	o produce, utiliz
or market the minerals capable of being produced from said wells, but in the ordinary lease facilities of flowline, separator, and lease tank, and shall not be	be required to settle labor trouble or to market gas upon terms unacceptal	ble to Lessee.	If at any tin	ne Lessee pays o
tenders royalty or shut-in royalty as hereinabove provided, two (2) or more provided, pay or tender such royalty or shut-in royalty, in the manner above	e parties are, or claim to be, entitled to receive same, Lessee may, in li	ieu of any othe	er method o	f payment hereir
as Lessee may elect.				
(a) Lessee shall have the right and power in its discretion to po covered by this lease or with other land, lease or leases in the vicinity thereo	of or combine, as to any one or more strata or formations, said Land o	r any portion respect to oil.	of said Land gas or other	d with other land riminerals, or an
one or more of said substances, and may be exercised at any time and from	time to time during or after the primary term, and before or after a we	il has been dri	lled, or whi	le a well is being
drilled. Pooling in one or more instances shall not exhaust the rights of Les not conform in size or area with units as to any other stratum or strata, and o	see to pool said Land or portions thereof into other units. Units formed oil units need not conform as to area with oas units. Units pooled for oil	by pooling as hereunder sho	to any strat Il not substa	um or strata need intially exceed 80
acres each in area plus a tolerance of 10% thereof, and units pooled for gas I	nereunder shall not substantially exceed in area 640 acres each, plus a tol-	erance of 10%	thereof, pro	wided that should
governmental authority having jurisdiction prescribe or permit the creation or permit do y governmental regulations. The pooling for gas hereunder by	of units large, than those specified, units thereafter created may conform v Lessee shall also pool and uniting all associated finded hydrocarbons at	e substantially ed any other re	in size with spective cor	i those prescribe Istituent element
as may be produced with the unitized gas, and the royalty interest payable	to Lessor thereon shall be computed the same as on gas. With respec	et to any such	unit so for	ned, Lessee shal

execute in writing an instrument or instruments identifying and describing the pooled acreage and file same for recording in the office of the County Clerk in the county in which said pooled acreage is located. Such pooled unit shall become effective as of the date provided for in said instrument or instruments, but if said instrument or instruments make no such provision, then

acreage is located. Such pooled unit shall become effective as of the date provided for in said instrument or instrument or instrument or instrument make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed for record. Any unit so formed may be re-formed, increased or decreased, at the election of Lessee, at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the County in which said pooled acreage is located. Any such pooled unit established in accordance with the terms hereof shall constitute a valid and effective pooling of the interests of Lessor and Lessee hereunder regardless of the existence of other mineral, non-executive mineral, royalty, non-participating royalty, overriding royalty or leasehold interests in lands within the boundary of any pooled unit which are not effectively pooled therewith. Lessee shall be under no duty to obtain an effective pooling of such other outstanding interests in lands within the boundary of any pooled unit. Operations on or production of oil and/or gas from any part of the pooled unit which includes all or a portion of said Land, regardless of whether such operations were commenced or such production was secured before or after the date of this lease or the date of the instrument designating the pooled unit, shall be considered for all purposes, except the payment of royalties, as operations on or production of oil or gas from said Land whether or not the well or wells be located on said Land. The production from an oil well will be considered production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit, and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not approach to the unit involved, subject to the rights of Lessee to reduce proportionately Lessor's royalty as heremafter provided. Oil or gas produced from any

such unit and used in the operations thereof or thereon shall be excluded in calculating said royalty. Lessee may vacate any unit formed by it hereunder by instrument in writing filed for record in said county at any time when there is no unitized substance being produced from such unit. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 5 with consequent allocation of production as herein provided. As used in this paragraph 5, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of said Land.

(b) Lessee at any time and from time to time during the life of this lease shall have the right and power as to all or any part or formation or strata of the land herein leased, without

Lessor's joinder, to unitize the same with other lands, formations, strata or leases covering lands in the same general area as the leased premises by combining the leasehold estate and Lessor's royalty estate created by this lease with any other lease, royalty or mineral estate in and under any other tract or tracts of land, regardless of the ownership thereof, so as to create by the combination of such interests or any of them one or more unitized areas of such size and shape as determined by Lessee to be developed and operated by secondary or tertiary methods as though such lands and interest were all included within the terms hereof and constituted a single oil, gas and mineral lease. All such production from such unitized area shall be divided or though such lands and interest were all included within the terms hereof and constituted a single oil, gas and mineral lease. All such production from such unitized area shall be divided or allocated among the various tracts comprising such unitized area based on a formula derived from parameters utilized by Lessee and incorporated in a unitization agreement approved by the Railroad Commission of Texas. The unitization agreement shall include other provisions designed to allow for operations of the unitized area in an orderly manner and Lessor hereby agrees that all provisions contained therein shall be binding on Lessor provided such unitization agreement is approved by the Railroad Commission of Texas or other Governmental Agencies having jurisdiction over such matters. Operations on or production of oil and/or gas from any part of the unitized area which includes all or a portion of said Land, regardless of whether such operations were commenced or such production was secured before or after the date of this lease or the date of the instrument designating the unitized area, shall be considered for all purposes, except the payment of royalties, as operations on or production of oil or gas from said Land whether or not be well or wells be located on said Land. Royalties from the unitized area which includes the payment of royalties, as operations on or production of oil or gas from said Land whether or not be well or wells be located on said Land. Royalties from the unitized area which includes the payment of royalties, as operations on or production of the above described lead in the unitized area. shall be computed on the basis of the production allocated to the portion of the above described land included within such unitized area after excluding therefrom any oil or gas used in the operations thereon.

6. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record, a release or releases covering any portion of said Land and/or portions of subsurface strata or stratum and thereby surrender this lease as to such portion and/or portion of subsurface strata or stratum and be relieved of all obligations as to the acreage, strata or stratum surrendered. Lessee shall retain rights of ingress and egress across and through any released portion and/or strata of the lease in order to have necessary access to that portion and/or strata of the leased premises which remains in force and on which Lessee continues to conduct operations.

strata of the leased premises which remains in force and on which Lessee continues to conduct operations.

7. If, at any time or times after the expiration of the primary term, operations or production of oil, gas or other minerals on said Land or on acreage pooled therewith should cease from any cause and this lease is not then being otherwise maintained, this lease shall not terminate if Lessee commences or resumes operations within ninety (90) days thereafter and continues such operations or commences any other operations with no cessation of operations of more than ninety (90) consecutive days, and if such operations or other operations result in the production of oil, gas or other minerals, this lease shall remain in full force and effect for so long thereafter as oil, gas or other mineral is produced from said Land or acreage pooled therewith. It is understood and agreed that if, during the primary term hereof, all operations or production ceases on said Land or leases pooled therewith, this lease shall nevertheless remain in full force and effect during the paid-up primary term hereof. If, at the expiration of the primary term, oil, gas or other minerals is not being produced on said Land or on acreage pooled therewith and there are no operations on said Land or on acreage pooled therewith but operations or production ceased within 90 days of the expiration of the primary term, this lease shall not terminate if Lessee commences or resumes operations within ninety (90) days of said cessation of production or operations. If after the expiration of the primary term, Lessee completes either (a) an oil well on land other than said Land and which other land and all or a portion of said Land has been included in a gas unit that was formed prior to the expiration of the primary term of this lease. This lease shall remain in force so long as operations on said well or operations on any additional well on and land or acreage pooled therewith are prosecuted with no cessation of the primary term. of this lease, this lease shall remain in force so long as operations on said well or operations on any additional well on said Land or acreage pooled therewith are prosecuted with no cessation of more that ninety (90) consecutive days and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said Land or acreage pooled therewith. For all purposes herein, if an oil well on an oil unit, which includes all or a portion of the leased premises, is reclassified as an oil well, the effective date of such reclassification shall be considered as the date of cessation of production from said well. If during the term of this lease, a well or wells should be drilled and completed as a producer of oil or gas in paying quantities and such well or wells are located on adjacent land and within 330 feet of and draining said Land, Lessee agrees, at its option to either (a) drill such offset well or wells, as an ordinary prudent operator would do under similar circumstances, or (b) release the affected acreage or stratum in accordance with the provisions of paragraph 6 herein; and, in this connection, it shall be considered that no drainage exists. However, there shall be no express or implied duty of Lessee, with respect to the above options, unless such offset well or wells drilled by Lessee would be sufficiently productive to pay Lessee a profit over and above drilling, completing and operation expen

8. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said Land, including the right to draw and remove all casing. Upon Lessor's request and when reasonably necessary for utilization of the surface for some intended use by the Lessor, Lessee will bury all pipelines below ordinary plow

depth. No well shall be drilled within two hundred (200) feet of any residence or barn now on said Land without Lessor's consent.

9. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in such ownership of said Land or royalties, however accomplished, shall operate to enlarge the obligation or diminish the right of Lessee, and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished, by registered U. S. mail at Lessee's principal place of business, with a certified copy of recorded instrument or instruments evidencing same or evidence satisfactory to Lessee. If any such change in ownership occurs by reason of the death of the owner, Lessee may nevertheless, pay or tender royalties, or part thereof, to the credit of the decedent in a depository bank provided for above. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment

thereof unless and until furnished with a recordable instrument, executed by all such parties, designating an agent to receive payment for all.

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease, nor cause a termination or reversion of the estate 10. The preach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease, nor cause a termination or reversion of the estate created hereby, nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have ninety (90) days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of ninety (90) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. After the discovery of oil, gas or other minerals in paying quantities on said premises, Lessee shall reasonably develop the acreage retained hereunder; but, in discharging this obligation, it shall in no event be required to drill more than one well per eighty (80) acres, plus an acreage tolerance not to exceed 10% of 80 acres, of the area retained hereunder and capable of producing only in paying quantities.

acreage tolerance not to exceed 10% of 640 acres, of the area retained hereunder and capable of producing gas or other minerals in paying quantities.

11. Lessor hereby warrants and agrees to defend the title to said Land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon said Land, either in whole or in part; and, in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. When required by state, federal or other laws, Lessee may withhold taxes with respect to royalty and other payments hereunder and remit the amounts withheld to the applicable taxing authority for credit to Lessor. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said Land less than the entire fee simple estate, then the shut-in royalties and royalties to be paid Lessor shall be reduced proportionately.

12. (a) Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting operations thereon, or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or State law, or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting operations on or from producing oil or gas from said Land; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

(b) The specification of causes of force majeure herein enumerated shall not exclude other causes from consideration in determining whether Lessee has used reasonable diligence required in fulfilling any obligations or conditions of this lease, express or implied, and any delay of not more than six (6) months after termination of force majeure shall be deemed justified.

(c) All terms and conditions of this lease, whether express or implied, shall be subject to all Federal and State Laws, Executive Orders, Rules, or Regulations; and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order,

Rule or Regulation.

13. This lease states the entire contract between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding unless contained herein; and this lease shall be binding upon each party executing the same and their successors, heirs, and assigns, regardless of whether or not executed by all persons above named as "Lessor".

IN WITNESS WHEREOF, this instrument is executed on the date first above written LESSOR LESSOR Larry Dean Vette, Jr LESSOR LESSOR ALA BAMA STATE OF Mentsen ER COUNTY OF Larry Dean Vette, Jr. and wife, Dawn Vette This instrument was acknowledged before me on INLINGA Notary Signature: GLENCIA Printed Name: AIABAAA Notary Public, State of

NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Aug 29, 2012 BONDED THRU NOTARY PUBLIC UNDERWRITERS My Commission Expires:

EXHIBIT "A"

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated the 5th day of February, 2009 by Larry Dean Vette, Jr. and wife, Dawn Vette, as Lessor and Devon Energy Production Company, L.P., as Lessee.

- 1. <u>Royalty</u>: Notwithstanding anything contained in this lease to the contrary, wherever the fraction "one-eighth" (1/8th) appears in the printed portion of this lease the same is hereby amended to read "twenty-five percent" (25%).
- 2. <u>Term</u>: Notwithstanding anything contained in the Lease to the contrary, in Paragraph 2, the primary term is hereby amended to read "Two (2) years" and the words "Five (5) years" shall hereby be deleted.
- 3. <u>Costs.</u> It is agreed between the Lessor and Lessee that, notwithstanding any language herein to the contrary, all oil, gas or other proceeds accruing to the Lessor under this Lease or by state law shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, or marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, in the event Lessee determines in good faith that it can obtain a higher price at a market located outside of the local market, and Lessee incurs transportation costs charged by an unaffiliated interstate or intrastate gas pipeline in order to enhance the value of the oil, gas or other products, Lessor's pro rata share of such costs may be deducted from Lessor's share of production so long as they are based on Lessee's actual cost of such enhancements. However, in no event shall Lessor receive a price that is less than the price received by Lessee.
- Assignment. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. In the event of an assignment of any portion of Lessee's interest hereunder, with the exception of assignments being made to officers, directors, and/or subsidiaries of Lessee, Lessee shall deliver to Lessor a copy of the recorded document regarding the interest so assigned. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this Lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this Lease then held by each.
- 5. Waiver of Surface Use; Water; Seismic Operations. Notwithstanding anything to the contrary in this Lease, Lessee shall not enter upon the surface of, cross over, place any structure or building upon or conduct any operations (except for geophysical/seismic operations as stated below) on the leased premises. Lessee shall only develop the leased premises by pooling, as provided herein, or by directional or horizontal drilling commenced from a surface location on other lands. Lessee shall make all reasonable efforts not to use residential or neighborhood streets or thoroughfares in developing the leased premises, and lands pooled therewith, or otherwise.

Lessee shall not have or acquire any rights in and to the water from the leased premises. No surface water or underground fresh water from the leased premises will be used for any reason,

including water flood or pressure maintenance purposes. Lessee shall comply with all applicable rules in disposition of salt water, brine, or other fluids utilized in or resulting from operations, and shall not cause or permit any such substances to damage or pollute the surface of the leased premises or any fresh water sands lying thereunder. The leased premises shall not be used for salt water disposal.

As provided above, Lessee shall have the right to conduct geophysical/seismic operations, but only by utilizing the vibroseis method, and Lessee shall pay for all actual damages incurred to the leased premises, which directly result from geophysical seismic operations.

Nothing in this Lease shall be interpreted as a waiver by Lessor of any setback or other requirements under the drilling or other applicable ordinances of the Cities of Burleson and/or Ft. Worth or the counties of Johnson and/or Tarrant.

- 6. <u>Noise.</u> Noise levels associated with Lessee's operations related to the drilling, completion and reworking of wells shall be kept to a reasonable minimum, taking into consideration reasonable available equipment and technology in the oil and gas industry, the level and nature of development and surface use elsewhere in the vicinity of Lessee's drill sites and the fact Lessee's operations are being conducted in or near an urban residential area. If Lessee utilizes any non-electric-powered equipment in its operations, including but not limited to compression equipment, Lessee shall take reasonable steps to muffle the sound therefrom by installing a noise suppression muffler or like equipment.
- Regulatory Requirements and Force Majeure. Lessee's obligations under this Lease, whether express or implied, shall be subject to all applicable laws, rules regulations and orders of the Cities of Burleson/Ft. Worth and any other governmental authority having jurisdiction including restrictions on the drilling, and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate because of such prevention or delay, and at Lessee's option, the period o such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this Lease when drilling, production or other operations are so prevented, delayed or interrupted. Lessee shall take all reasonable actions to remove or end any cause of Force Majeure for a period of more than eighteen (18) months or three (3) years of cumulative time. No obligation of Lessee to pay money that has accrued and was due before the Force Majeure event occurred under this Lease will be excused or delayed by reason of such Force Majeure.
- 8. <u>Indemnity.</u> LESSEE SHALL INDEMNIFY AND HOLD HARMLESS LESSOR, AND LESSOR'S REPRESENTATIVES, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, LOSSES AND DEMANDS FOR DAMAGE TO PROPERTY, PERSONAL INJURY OR DEATH, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, EXPERT FEES AND COURT COSTS, ARISING DIRECTLY OR INDIRECTLY FROM ACTIONS, INACTIONS OR OCCUPANCY OF THE LEASE PREMISES OR LANDS POOLED THEREWITH OF AND BY LESSEE OR ITS ASSIGNS OR THE AGENTS, EMPLOYEES, CONTRACTORS OR INVITEES OF EITHER OF THEM.
- 9. Notices; Right to Cure. All notices required or contemplated by this Lease shall be provided in writing to the individual Lessees. All such notices shall be made by registered or certified mail, return receipt requested, unless another means of delivery is expressly stated. No litigation shall be initiated by Lessor with respect to any breach of default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this Lease shall not be forfeited or canceled in whole or part unless Lessee is given a reasonable time (not to exceed 90 days) after said judicial determination to remedy the breach or default and Lessee fails to do so.

Waiver of Claims and Neighborhood Association and Committee Members. Lessor acknowledges that the terms of this Lease, the amount of the royalty and bonus paid hereunder, and all other terms negotiated with Lessee (herein the "Negotiated Terms") with respect to this Lease, were obtained as a result of negotiations between Lessee and the Community consisting of a committee of unpaid volunteers hereafter known as Committee Members. In consideration of the efforts spent by Committee Members in negotiating and obtaining the Negotiated Terms on behalf of Lessor and other property owners, Lessor, on behalf of the Lessor and the Lessor's agents, spouses, co-owners, predecessors, parents, subsidiaries, affiliated corporations or other affiliated entities, successors, partners, principals, assigns, attorneys, servants, employees, heirs, consultants, and other representatives, does hereby release and forever discharge Committee Members, from any and all claims, demand, obligations, losses, causes of action, costs, expenses, attorney's fees, and liabilities of any nature whatsoever, whether based on contract, tort, statutory or other legal or equitable theory of recover, whether known or unknown, past present, or future, which Lessor has, has had, or claims to have against the Committee Members.

SIGNED FOR IDENTIFICATION: ▼

Larry Dean Vette, Jr.

Dawn Vette



DEVON ENERGY PRODUCTION P O BOX 450

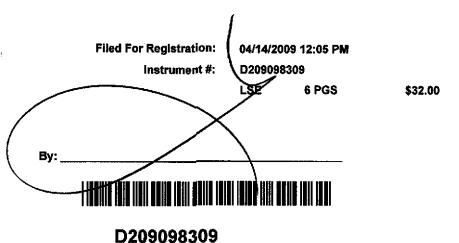
DECATUR

TX 76234

Submitter: DEVON

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

<u>DO NOT DESTROY</u> <u>WARNING - THIS IS PART OF THE OFFICIAL RECORD.</u>



ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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